

**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT AND  
TAX ABATEMENT AGREEMENT BETWEEN  
THE CITY OF COLLEGE STATION, THE BRYAN/COLLEGE STATION  
ECONOMIC DEVELOPMENT CORPORATION,  
AND HEAT TRANSFER RESEARCH, INC.**

This First Amendment to the Economic Development Agreement and Tax Abatement Agreement is made by and among the City of College Station, Texas, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to as "CITY"), the Bryan/College Station Economic Development Corporation, a Texas non-profit corporation (hereinafter referred to as the "EDC"), and HEAT TRANSFER RESEARCH, INC., a Texas Corporation (hereinafter referred to as "OWNER").

**RECITALS**

1. The CITY, EDC, and OWNER entered into that certain Economic Development Agreement between the City of College Station, the Bryan/College Station Economic Development Corporation, and Heat Transfer Research, Inc. dated October 13, 1999 covering Lot 1, Block 3, the Business Center at College Station, Phase I, consisting of 4.575 acres of property.
2. The CITY and OWNER entered into a Tax Abatement Agreement between the City of College Station and Heat Transfer Research Inc., dated October 13, 1999, covering Lot 1, Block 3, the Business Center at College Station, Phase I, consisting of 4.575 acres of property.
3. Under Paragraphs 1.12 and 3.2.1 of the Economic Development Agreement, and under Section 12 of the Tax Abatement Agreement, OWNER agreed to invest \$2,200,000.00 for Property Improvements and to completion construction of the facility and occupy the premises on or before March 1, 2001 at the Business Center at College Station.
4. Due to numerous factors including inclement weather and construction delays, OWNER is unable to meet the capital investment requirements by March 1, 2001 as provided for in the Economic Development and Tax Abatement Agreements. However, OWNER represents that its construction and capital investment is 85% completed and OWNER will complete construction and occupy the business facility and meet its capital investment commitment on or before April 15, 2001.

**AGREEMENT**

CITY, EDC, and OWNER hereby agree as follows:

1. The period that OWNER shall have to complete and occupy the building shall be and hereby is extended to forty-five (45) days from the original date of March 1, 2001. The revised completion and occupancy date of the facility is to April 15, 2001.
  
2. Except as otherwise expressly amended herein, all other terms and provisions of the Economic Development and Tax Abatement Agreements shall remain in full force and effect.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

HEAT TRANSFER RESEARCH INC.

By: Claudette Beyer  
Claudette Beyer, President and CEO  
Date: February 12, 2001

BRYAN/COLLEGE STATION  
ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_

CITY OF COLLEGE STATION

By: \_\_\_\_\_  
Lynn McIlhaney, Mayor  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Thomas E. Brymer, City Manager  
Date: \_\_\_\_\_

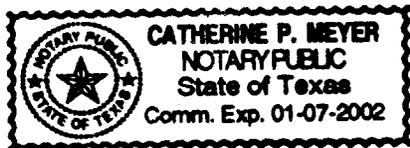
\_\_\_\_\_  
Charles Cryan, Director of Finance  
Date: \_\_\_\_\_

Rochanne Inemark  
\_\_\_\_\_  
Harvey Cargill, Jr., City Attorney  
Date: 2-2-01

STATE OF TEXAS            )  
  )  
COUNTY OF BRAZOS        )

Before me the undersigned authority, on this day personally appeared C. D. Beyer as President/CEO of HEAT TRANSFER RESEARCH INC., a Texas Corporation, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Give under my hand and seal on this 12<sup>th</sup> day of February, 2001.



Catherine P. Meyer  
Notary Public in and for the State of Texas

STATE OF TEXAS            )  
  )  
COUNTY OF BRAZOS        )

Before me the undersigned authority, on this day personally appeared \_\_\_\_\_ as CHAIRMAN of the BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION, a Texas Non-Profit Corporation, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Give under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS        )  
                                  )  
COUNTY OF BRAZOS    )

Before me the undersigned authority, on this day personally appeared \_\_\_\_\_ as MAYOR of the CITY OF COLLEGE STATION, a Texas home-rule municipal corporation, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Give under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas